



No. S-120351
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DAVID LONG

PLAINTIFF

AND:

IMOGO MOBILE TECHNOLOGIES CORP.

DEFENDANT

RESPONSE TO CIVIL CLAIM

Filed by: Imogo Mobile Technologies Corp. (The "Defendant")

Part 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

Division 1 -- Defendant's Response to Facts

1. The facts alleged in paragraphs 1, 2, and 3 of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 4, 5, 6, 7, 8, 9, and 10 of Part 1 of the Notice of Civil Claim are denied.

Division 2 -- Defendant's Version of Facts

3. In regard to paragraph 4 of the Notice of Civil Claim, the express terms of the Contract are as set out the Contract itself. The Plaintiff's summary is not accurate.

Division 3 -- Additional Facts

4. The Plaintiff's Notice of Civil Claim and the "Facts" therein are remarkably incomplete and, as so, are misleading.

5. The parties settled all claims of the Plaintiff by way of Settlement Agreement and Release in or about June of 2011, as the Plaintiff knows well.
6. The Plaintiff accepted payments made under the Settlement Agreement.
7. And, counsel for the Plaintiff threatened to bring legal proceedings to enforce the Settlement Agreement and corresponded about the settlement obligations.
8. Paragraph 15 of the Contract provides that the Plaintiff is to return all materials and documentation relating to the Defendant on termination of his employment. All such materials and documentation remain the sole and exclusive property of the Defendant.
9. In breach of that obligation, the Plaintiff has kept materials and documentation relating to the Defendant, particulars of which are known to him.

Part 2: RESPONSE TO RELIEF SOUGHT

10. The Defendant does not consent to the granting of the relief sought in the Notice of Civil Claim.
11. The Defendant opposes the granting of the relief sought in the Notice of Civil Claim.
12. The Defendant takes a position on the granting of the relief sought in the Notice of Civil Claim and opposes it all.

Part 3: LEGAL BASIS

13. The Plaintiff resigned his employment on April 15th, 2011, thus vitiating any claims he might have had under the Contract.
14. His resignation constitutes a repudiation of the Contract, which was accepted.
15. In any event, the parties entered into a Settlement Agreement and Release, in which the Plaintiff, *inter alia*, gave up all claims under the Contract.
16. The Plaintiff's claims as thus barred by way of contract and a release.
17. His claims, if any, are limited to anything owing under the Settlement Agreement and Release.

18. In light of the misleading fashion in which this claim was brought – ignoring the settlement – the Defendant is entitled to Special Costs.

Defendant's address for service:

c/o Shields Harney
490-1177 West Hastings Street
Vancouver, BC V6E 2K3

Fax number address for service: (604)-682-1822

Place of trial: Vancouver, BC

The address of the registry is: 800 Smithe Street
Vancouver, BC V6Z 2E1

Date: 08/Feb/2012



Signature of
☐ defendant ☒ lawyer for Defendant.
JOHN DOUGLAS SHIELDS

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.